

1 BILL NO. S-84-04- 42

2 SPECIAL ORDINANCE NO. S- 55-84

3 AN ORDINANCE approving an Agreement  
4 between Northeast Redi-Med Building  
5 Partnership and the City of Fort  
6 Wayne by and through its Board of  
7 Public Works for a Sanitary Sewer  
8 Extension.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Agreement, made a part hereof,  
12 between Northeast Redi-Med Building Partnership and the City of  
13 Fort Wayne by and through its Board of Public Works for a Sanitary  
14 Sewer Extension, is hereby ratified and affirmed and approved in  
15 all respects. The work under said Agreement requires:

16 This sanitary sewer extension is more  
17 specifically described below:

18 Beginning at the existing manhole  
19 located 325+ feet south and 430 feet  
west of the Northeast corner of the  
Southeast  $\frac{1}{4}$  of Section 28 T 31N R13E  
Allen County, Indiana, and thence east  
225+ feet within a 14 foot easement to  
a proposed manhole. Said sewer to be  
8" in diameter V.C.P.;

20 no cost to the City is involved.

21 SECTION 2. Prior approval was received from Council  
22 with respect to this Agreement on April 17, 1984. Two (2) copies  
23 of the Agreement attached hereto are on file with the City Clerk,  
24 and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28   
29 Councilmember

30 APPROVED AS TO FORM  
31 AND LEGALITY

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Steve, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on                   , the                    day of                   , 19           , at                    o'clock           .M., E.S.

DATE: 4-24-84

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Brad, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BRADBURY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 5-15-84

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-55-84  
on the 15th day of May, 1984.

ATTEST:

(SEAL)

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Bay-A-Bark

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 16th day of May, 1984,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 21st day of May,  
1984, at the hour of 10 o'clock A.M., E.S.T.

WIN MOSES, JR., MAYOR

4-11-84

## A G R E E M E N T

F O R

## S E W E R     E X T E N S I O N

THIS AGREEMENT, made in triplicate this 11<sup>th</sup> day of April 1984,  
by and between NORTHEAST REDI-MED BUILDING PARTNERSHIP, an Indiana  
Partnership, hereinafter referred to as "OWNER", and the CITY OF FORT WAYNE,  
INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",  
WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described  
as follows:

Beginning at the existing manhole located 325± feet south and 430 feet  
west of the Northeast corner of the Southeast  $\frac{1}{4}$  of Section 28 T31N R13E  
Allen County, Indiana, and thence east 225± feet within a 14-foot easement  
to a proposed manhole.

Said sewer to be 8" in diameter V.C.P.

in accordance with plans, specifications and profiles heretofore submitted  
to and approved by "CITY" and now on file in the office of the Chief Engineer  
of the Water Pollution Control Engineering Department of "CITY" and known  
as MAPLECREST AND TRIER REDI-MED EMERGENCY CLINIC SANITARY SEWER EXTENSION  
as drawn by the Architectural Advantage under their Commission Number 83016  
dated 10/26/1983, which plans, specifications, profiles are by reference  
incorporated herein and made a part hereof, which sewer will serve not only  
land in which the "OWNER" has an interest, but also an adjoining land areas  
and;

WHEREAS, the cost of construction of said sewer is represented to be  
\$ 5,030.00 composed of \$ 4,630.00 for construction costs; \$ 400.00  
for engineering services; \$ N/A for legal fees; and \$ N/A for  
City Engineering and Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants  
and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance  
with said plans, specifications, and profiles, all approved by "CITY" under  
private contract to be let within sixty (60) days after requisite "CITY"  
approval.

All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

## 2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

## 3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described

real estate: Part of the Southeast Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northeast corner of the Southeast Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana; thence North 89 degrees 03 minutes West along the North line of the Southeast Quarter of Section 28-31-13 a distance of 212.0 feet; thence South 00 degrees 57 minutes West a distance of 330.0 feet; thence South 89 degrees 03 minutes East a distance of 213.05 feet to a point on the East line of the Southeast Quarter of Section 28-31-13; thence North along the East line of the Southeast Quarter of Section 28-31-13 a distance of 330.0' feet to the point of beginning, containing 1.61 acres, subject to road rights of way and easements, together with a non-exclusive ingress and egress easement more particularly described as follows: The South 30 feet of the North 70 feet of the West 200 feet of the East 412 feet of the Southeast Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

## 4. CHARGE AGAINST EXCESS AREA (Local Charge)

The excess area shall be that area immediately adjacent to and north of the sanitary sewer covered under this agreement and extending up to the centerline of Trier Road and described as follows: Beginning at the Northeast corner of the Southeast Quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana; thence North 89 degrees 03 minutes West along the North line of the Southeast Quarter of Section 28-31-13 a distance of 212.0 feet to a point of beginning; thence South 00 degrees 57 minutes West a distance of 330.0 feet; thence North 89 degrees 03 minutes West a distance of 215.0 feet; thence North 00 degrees 57 minutes East a distance of 330.0 feet; thence South 89 degrees 03 minutes East a distance of 215.0 feet to the point of beginning.

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A".

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such

land; "CITY," through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to "CITY" in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom, the sum of \$.0648112 per square foot for the area served by each connection and use, which represents the pro rata share of cost of the extension of "CITY" sewer to said excess area. Schedule A, and Exhibit "A", showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by "CITY" shall be paid by "CITY" within sixty (60) days of the receipt thereof by "CITY" to "OWNER".

5. AREA CONNECTION CHARGE (Oversizing, etc. cost of existing sewage works)

An area connection charge of \$ 700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as St. Joe Study Area.

6. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory maintenance for 100% for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

7. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future

annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce CITY to execute and ratify this contract, said "OWNER," for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

#### 8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

Building

"OWNER" - NORTHEAST REDI-MED

By

D. Lynn H. Elzey  
BY W Blusius

BY Albert V. Emilien M.P.

STATE OF INDIANA )  
                      )SS  
COUNTY OF ALLEN )

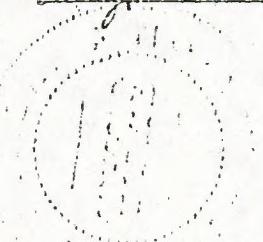
Before me, the undersigned, a Notary Public, in and for said County and State personally appeared D. Lynn H. Elzey, Albert V. Emilien, and Phil V. Blusius as Partners of NORTHEAST REDI-MED Building, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 30<sup>th</sup> day of March 1984.

Mona Steury  
Notary Public      Mona Steury  
Resident of Allen County

My Commission Expires:

Aug. 12 1986



"CITY"

By Win Moses Jr.  
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS.

David J. Kiester  
David J. Kiester, Chairman

Betty R. Collins, Member

Frank Heyman, Member

Approved as to form and legality,

R. Blusius  
Associate City Attorney

ASSOCIATE CITY ATTORNEY

ATTEST:

Helen Cochenour  
Helen Cochenour, Clerk

STATE OF INDIANA )  
                      )SS  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State personally appeared WIN MOSES, Jr., Mayor, David J. Kiester, Betty R. Collins, and Frank Heyman as Mayor and Members of the Board of Public Works of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement for Sanitary Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 11 day of April 1984.

J. Settimi or Milton  
Notary Public  
Resident of Allen County

My Commission Expires:

L. SETTIMI OR MILTON  
NOTARY PUBLIC STATE OF INDIANA  
ALLEN CO.  
EXPIRES APRIL 11, 1984  
ISSUED BY THE INDIANA NOTARY ASSOC.

This instrument prepared by:  
Blundall Associates, Inc.

SCHEDULE A

A. OWNERS AREA

$$173.05' \times 200' = 34,610 \text{ Sq. Feet}$$

EXCESS LOCAL AREA

$$200' \times 215' = 43,000 \text{ Sq. Feet}$$

$$\text{TOTAL} \quad 77,610 \text{ Sq. Feet of Local area}$$

B. TOTAL CONSTRUCTION COST \$5,030.00

$$\$5,030.00 \div 77,610 \text{ Sq. Feet.} = .0648112 \text{ per sq. foot}$$

$$34,610 \text{ sq. ft.} \times .0648112 = \$2,243.12 \text{ (Owner's Local Cost)}$$

$$43,000 \text{ sq. ft.} \times .0648112 = \$2,786.88 \text{ (Excess Local Cost)}$$

$$\text{TOTAL LOCAL COST} \quad = \$5,030.00$$

C. AREA CONNECTION FEE \$700.00 per acre

OWNERS TOTAL AREA

$$173.05' \times 290' = 50,184.5 \text{ Sq. Feet or } 1.1520775 \text{ acre}$$

$$1.1520772 \times \$700.00 = \$806.45$$

EXCESS TOTAL AREA

$$290' \times 215' = 62,350 \text{ Sq. Ft. or } 1.431359 \text{ acre}$$

$$1.431359 \times \$700.00 = \$1,001.95$$

EXCESS AREA TOTAL CHARGE

$$2786.88 + 1001.95 = \$3788.83$$

S 89° 03' E - 215.0'

N 89° 03' W - .212.0'

N.E. COR. S.E.  
SEC. 28, T31N, R13E  
ALLEN CO., INDIANA

Sheet 7 of 7

CENTERLINE MAPLECREST RD - 330.0'

40' ROAD EASEMENT

EXCESS SERVICE AREA

EXCESS AREA  
43,000 Sq.Ft.  
.987144 Acre

NEW BUILDING

173.05'

200'

OWNERS AREA  
34,610 Sq.Ft.  
.7945362 Acre

N 00° 57' E - 330.0'

NEW SANITARY SEWER

N 89° 03' W - 215.0'

S 89° 03' E

S 00° 57' W - 330.0'

14' UTILITY EASEMENT

BILL NO. S-84-04-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement between Northeast Redi-Med Building  
Partnership and the City of Fort Wayne by and through its Board of  
Public Works for a Sanitary Sewer Extension

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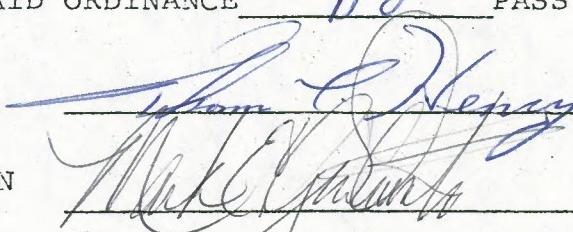
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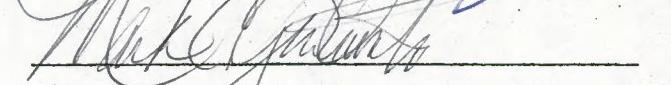
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HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN



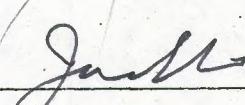
MARK E. GIAQUINTA, VICE CHAIRMAN



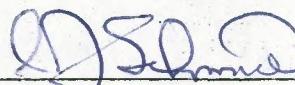
CHARLES B. REDD



JAMES S. STIER



DONALD J. SCHMIDT



TITLE OF ORDINANCE Redi-Med Emergency Clinic Sanitary Sewer Extension Agreement

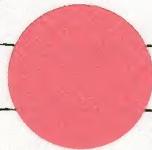
DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-84-04-43

SYNOPSIS OF ORDINANCE This is an agreement between Northeast Redi-Med Building Partnership and the City of Fort Wayne, Indiana. This sanitary sewer extension is more specifically described below.

Beginning at the existing manhole located 325+ feet south and 430 feet west of the Northeast corner of the Southeast  $\frac{1}{4}$  of Section 28 T 31N R13E Allen County, Indiana, and thence east 225+ feet within a 14 foot easement to a proposed manhole. Said sewer to be 8" in diameter V.C.P.

PRIOR APPROVAL RECEIVED APRIL 17, 1984



EFFECT OF PASSAGE Sewer to serve the above clinic

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No cost to City

ASSIGNED TO COMMITTEE